

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Ramona Lee Taylor a/k/a Ramona L. Taylor  
a/k/a Ramona Taylor

Debtor(s)

Federal Home Loan Mortgage Corporation, as  
Trustee for the benefit of the Freddie Mac  
Seasoned Credit Risk Transfer Trust, Series  
2019-3

Movant

vs.

Ramona Lee Taylor a/k/a Ramona L. Taylor  
a/k/a Ramona Taylor

Debtor(s)

Kenneth E. West

Trustee

CHAPTER 13

NO. 21-10845 MDC

11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of January 18, 2023, the post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$2,692.49**. Post-petition funds received after January 18, 2023, will be applied per the terms of this stipulation as outlined here. The arrearage breaks down as follows:

Post-Petition Payments:	October 2022 through February 2023 at \$665.73/month
Suspense Balance:	(\$636.16)
<b>Total Post-Petition Arrears</b>	<b>\$2,692.49</b>

2. Debtor(s) shall cure said arrearages in the following manner;

a). Beginning on March 2023 and continuing through August 2023, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$665.73** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$448.75 for March 2023 through July 2023 and \$448.74 for**

**August 2023** towards the arrearages on or before the last day of each month at the address below;

Specialized Loan Servicing LLC  
6200 Quebec St., Suite 300  
Greenwood Village, Colorado 80111

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: February 3, 2023

/s/ Denise Carlon, Esquire

Denise Carlon, Esquire  
Attorney for Movant

Date: 2/8/2023

/s/ Anthony A. Frigo, Esquire

Anthony A. Frigo, Esquire  
Attorney for Debtor(s)

Date: February 9, 2023

No Objection - Without Prejudice to Any  
Trustee Rights or Remedies

/s/ LeeAne O. Huggins

Kenneth E. West, Esquire  
Chapter 13 Trustee

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2023. However, the court retains discretion regarding entry of any further order.

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Bankruptcy Judge  
Magdeline C. Coleman.

